

# TERRENI

LAW FIRM, LLC

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August 21, 2018

The Honorable Jocelyn G. Boyd  
Chief Clerk and Administrator  
Public Service Commission of South Carolina  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210

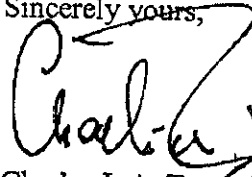
Re: Docket No. 2018-211-T. Kevin Marra, Complainant/Petitioner v. JMS Worldwide, LLC, Defendant/Respondent

Dear Ms. Boyd:

With this letter, I am filing an Affidavit of Richard Johnson in support of Defendant's Motion to Dismiss.

With best wishes, I am,

Sincerely yours,



Charles L.A. Terreni


c: Mr. Kevin Marra  
Jenny R. Pittman, Esq.  
Joseph K. Qualey, Esq.

A. Trans/Credit Detail

Page 1 of 1

## Trans/Credit Detail

Print 

Cardholder # \_\_\_\_\_  
 Cardholder Exp. Date 11/21  
 Central Processing Date 4/19/18  
 Transaction Type 5 / Sale  
 Acquirer Reference # \_\_\_\_\_  
 Internal Acquirer Reference # \_\_\_\_\_  
 Transaction Locator \_\_\_\_\_  
 Invoice # 00853325  
 Currency Code \_\_\_\_\_  
 Product Code MasterCard  
 Transaction Date 4/19/18  
 Transaction Time 5:03 PM  
 Transaction Amount 3520.26  
 Foreign Amount 0.00  
 MCC \_\_\_\_\_  
 Merchant Number  \_\_\_\_\_  
 Merchant Name JM STORAGE LLC  
 Authorization Code 17045P  
 MO/TO Indicator \_\_\_\_\_  
 Merchant Address 2818 INDUSTRIAL AVE #A, CHARLESTON SC  
 Electronic Commerce Indicator \_\_\_\_\_  
 Airline Ticket # \_\_\_\_\_  
 Check In/Pickup Date \_\_\_\_\_  
 Interchange Rate Indicator 55  
 Guarantee Flag \_\_\_\_\_  
 Batch Date 4/19/18  
 Batch # 000008041906060  
 Cat Indicator \_\_\_\_\_  
 CVV2/CVC2/CID \_\_\_\_\_  
 Transaction Certificate \_\_\_\_\_  
 Authorization Response Code \_\_\_\_\_  
 PosEntry Mode 01 / Hand Keyed  
 Chip Condition Code \_\_\_\_\_  
 Service Code \_\_\_\_\_  
 Terminal Capability Ind 9  
 Cryptogram Info Data \_\_\_\_\_  
 Issuer Application Data \_\_\_\_\_  
 Unpredictable # \_\_\_\_\_  
 Application Transaction Count \_\_\_\_\_  
 Terminal Verification Result \_\_\_\_\_  
 EMV Online PIN \_\_\_\_\_  
 EMV Offline PIN \_\_\_\_\_

11/13/2018 10:00AM

11/13/2018 10:00AM

Chip Capable Terminal N  
 Chip PIN Capable Terminal  
 PIN Pad Working  
 Chip Card  
 Cardholder Verification Method  
 Application Interchange Profile  
 Terminal Country Code 000  
 Multiple Clearing Sequence Number 0  
 Multiple Clearing Sequence Count 0  
 Check In/Departure Date  
 Check Out Date

TOP^

## Section 1 Case Information

Print 

Action Code <b>02/EXPIRED</b>	Case Number _____	Cardholder # _____
Chargeback Reason Code <b>34 / Point of Interaction Error</b>		
Merchant Name <b>JM STORAGE LLC</b>	Merchant # _____	
MCC <b>4214 / FREIGHT &amp; TRUCKING</b>	Dispute Jurisdiction <b>MasterCard</b>	
Due Date <b>6/10/18</b>	Transaction Date <b>4/19/18</b>	Card Product Type <b>World Elite MasterCard</b>
Chargeback Amount <b>2,542.76 USD</b>	Transaction Amount <b>3,520.25</b>	Foreign Amount <b>0.00</b>

## Section 2 Secondary Information

Chargeback Cycle <b>First Chargeback</b>	Request Date <b>5/26/18</b>	Process Date <b>4/19/18</b>
Transaction Method <b>Card Not Present</b>	Reference Number _____	Transaction Locator _____
Invoice # <b>00853325</b>	Microfilm # _____	Airline Ticket # _____
Order Number _____	Tracking Number _____	

## Section 3 First Chargeback

Incoming Chargeback Reason Code <b>34 / Point of Interaction Error</b>	
Message From Issuing Bank <b>TRANSACTION AMOUNT DIFFERS</b>	
Merchant Due Date <b>6/10/18</b>	Financial Disposition Date <b>5/26/18</b>

## Section 4 Second Chargeback

Incoming Chargeback Reason Code _____	
Message From Issuing Bank _____	
Merchant Due Date _____	Financial Disposition Date _____

TOP^

EXHIBIT  
"B"

## MESSAGES LIST

Page 1 of 1

Msg Date	Msg Time	Message	Description
✓ 7/31/18	8:03 PM	Your response has been accepted.	Thank you for responding to our request for information. This is confirmation that our system receipt.
✓ 8/1/18	8:21 PM	Revised request approved.	Revised request has been approved. Your request will be fulfilled.
✓ 8/20/18	9:07 PM	Your response is under review.	Thank you for responding to our request for information. This is confirmation that our system receipt.

STATE OF SOUTH CAROLINA    )  
 FULL  
 COUNTY OF    BERKELEY    )

GENERAL MUTUAL RELEASE IN

WHEREAS, Kevin Or Marines Marra, undersigned, engaged the services of JMS Worldwide, LLC d/b/a Johnson's Moving & Storage (also referred to as "JMS") to move personal belongings, furniture and household wares from their residence at Daniel Island South Carolina, Charleston, South Carolina, to JMS storage Facility, and

WHEREAS, the above described household items are more fully identified and described on a Uniform Household Goods Bill of Lading and Freight; and

WHEREAS, per the agreement of the parties, the above described household goods were moved by JMS to a storage facility located at 2818-A Industrial Avenue, North Charleston, South Carolina; and

WHEREAS, the relationship of the aforesaid parties has eroded such that it is no longer practical for these parties to continue a professional relationship; and

WHEREAS, both parties are desirous of terminating their relationship with one another;

THEREFORE, the parties agree that JMS will provide access to the storage contents at 2818-A Industrial Avenue at a mutually agreed upon time, no later than May 09, 2018, At 12:00 PM Eastern Standard Time, to allow Kevin Or Marines Marra (and/or a representative/agent of the Marr's) to obtain and remove their belongings from said storage facility. JMS agrees to transfer the appropriate storage units in entirety to Smooth Move Truck on site on aforementioned, day and time. Kevin Marra and Marines Marra

agree to remove their belongings in a reasonable amount of time, not to exceed four (4) hours after they are granted access to the storage, and agree to leave behind and in neat order all moving blankets utilized as part of this move.

JMS agrees to waive any further costs or fees in consideration of the sums of money JMS has already been paid by Kevin Marra and Marines Marra and in consideration of the Marras fully releasing JMS from any and all claims regarding the moving and/or storage of the Marras' belongings, including releasing any claims regarding the condition of the belongings. The parties agree to the below release, incorporated herein by reference:

**KNOW ALL MEN BY THESE PRESENTS**, that the foregoing recitals are correct and incorporated herein and JMS Worldwide, LLC d/b/a Johnson's Moving & Storage, undersigned, for and in consideration of payment of the total sum of \$5,920.00 already paid in hand via credit card ending in \_\_\_\_\_ by Kevin and Marines Marra, also undersigned, the receipt and sufficiency whereof is hereby acknowledged, and in consideration of the all the parties providing this full general mutual Release of any and all claims, each of the parties do for themselves, and their heirs, successors, assigns, affiliates, executors and administrators, hereby remise, release, acquit and forever discharge each other, their agents, servants, employees, heirs, successors and assigns, insurers, attorneys, subsidiaries, and all other persons, firms, corporations, associations and partnerships; whether herein named or referred to or not, and who together with the above-named, may be jointly or severally liable to the undersigned, of and from any and all claims, demands, debts, rights, actions, causes of action and costs, and all known and unknown, foreseen and unforeseen damages and the consequences thereof resulting

which heretofore have been, or which hereinafter may be sustained as a result of, or in any way connected with breach of contract, fraud, economic loss, negligence, gross negligence, and/or any and all claims arising out of or related to any contract or agreement between the parties or the moving and/or storage of the personal belongings, furniture and household wares of Kevin and Marines Marra. .

JMS Worldwide, LLC d/b/a Johnson's Moving & Storage Kevin and Marines Marra, their heirs and assigns, do forever fully release and agree to hold harmless each other, their agents, heirs, assigns, subsidiaries, successors and assigns, from any and all debts, claims, actions, causes of action, all other claims, suits, damages, contracts or agreements and/or demands whatsoever, in law or in equity, which have existed, now exist, or may later come into existence against them arising out of or in any way related to the relationship and business dealings of the aforesaid parties.

In consideration of the above, these parties also agree that this settlement is the compromise of a disputed claim and that the parties do not admit any liability and specifically deny liability of any nature or kind, and further declare and represent that no promise, inducement or agreement except as herein expressed have been made, and this Release contains the entire agreement between the parties hereto, and the terms of this Release are contractual and not a mere recital. Kevin and Marines Marra agree to execute documentation of the move out inventory and an insurance release.

This Release may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Photographic, electronic and facsimiled copies of such signed counterparts may be used in lieu of the originals for any purpose. Furthermore, each party has cooperated and participated equally in the drafting

and preparation of this Release, and any construction or interpretation of this Release shall not be construed against any party on the basis that the party was the drafter.

The parties hereto have read carefully the foregoing Release and know the contents therein and have signed the same of their own free will and accord, each party has further discussed the implications of signing this Release with their respective attorney (should each party so wish) and understands that it is a complete discharge of all persons, firms, and corporations of any present or future liability.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hand and seal this 8 day of May, 2018, in the presence of the below named witnesses.

**(Remainder of Page Intentionally Left Blank – Signature Page to Follow)**

I HAVE READ THE FOREGOING RELEASE, AGREE WITH ALL TERMS AND  
CONDITIONS CONTAINED THEREIN, AND I HAVE DISCUSSED THIS RELEASE  
WITH COUNSEL, WITH WHOM I WARRANT I AM SATISFIED

WITNESS:

\_\_\_\_\_  
Moving

& Storage

JMS Worldwide, LLC d/b/a Johnson's

By: 

Its: *Richard J. Townsend*  
*5-8-18*

WE HAVE READ THE FOREGOING RELEASE, AGREE WITH ALL TERMS  
AND CONDITIONS CONTAINED THEREIN, AND WE HAVE DISCUSSED THIS  
RELEASE WITH COUNSEL WITH WHOM WE WARRANT WE ARE SATISFIED

WITNESS:

\_\_\_\_\_  
Kevin P. Marra  
KEVIN MARRA 5-8-2018 2pm

\_\_\_\_\_  
MARINES MARRA  
MARINES MARRA 5-8-2018 2pm.

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION**  
**OF SOUTH CAROLINA**  
**DOCKET NO. 2018-211-T**

I, CARL E. BELL, hereby certify that I have, on this 21st day of August 2018, filed the **Affidavit of Richard Johnson in Support of Defendant's Motion to Dismiss**, in the above docket, with the Public Service Commission of South Carolina and served the parties listed below by Electronic and U.S. Mail:

Jenny R. Pittman, Esquire  
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Columbia, South Carolina  
August 21, 2018